



REPLY TO
ATTENTION OF:

AK-MOA-127

DEPARTMENT OF THE ARMY

HEADQUARTERS, U.S. ARMY ALASKA
600 RICHARDSON DRIVE #5000
FORT RICHARDSON, ALASKA 995055000

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY ALASKA (USARAK),
AND
THE ALASKA ARMY NATIONAL GUARD (AK ARNG)

SUBJECT: Course of Action for USARAK and AK ARNG Support Agreement Relationship

1. Reference.

a. Department of Defense Instruction (DODI) 4000.19, Interservice and Intragovernmental Support, dated 9 Aug 95.

b. Department of Defense Instruction (DODI) 4165.6, Real Property Acquisition, Management, and Disposal, 1 Sep 87.

c. Department of Defense Instruction (DODI) 4165.14, Inventory of Military Real Property, 25 Aug 77.

d. United States Army Pacific (USARPAC) Regulation 5-1, Defense Regional Interservice Support, 8 Jun 2001.

e. Army Regulation 5-18, Army Stationing and Installation Plan (ASIP), 29 Oct 93.

f. Army Regulation 210-20, Master Planning for Army Installations, 30 Jul 93.

g. Army Regulation 210-25, Vending Facility Program for the Blind on Federal Property, 1 Jan 79.

h. Army Regulation 405-10, Acquisition of Real Property and Interests Therein, 15 Jul 74.

i. Army Regulation 420-41, Acquisition and Sale of Utilities Services, 15 Sep 90.

j. Army Regulation 405-45, Real Property Inventory Management, 30 Jun 00.

k. Army Regulation 405-70, Utilization of Real Estate, 15 Sep 93.

l. Army Regulation 405-80, Management of Title and Granting Use of Real Property, 10 Oct 97.

m. Army Regulation 415-15, Army Military Construction Program Development and Execution, dated 04 Sep 98.

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2. Purpose. To revise the support and reimbursement relationship between the Alaska Army National Guard (AK ARNG) and United States Army Alaska (USARAK) .

3. Problem. The current Interservice Support Agreements (ISAs) were signed in 1998 and have been unworkable. Additionally, the real estate documentation is in need of consolidation. The primary point of contention surrounding the ISAs has been disagreement concerning the proper type of funds used to reimburse utility costs. After extensive research and coordination by both parties, the issues have been resolved to practical, mutual satisfaction.

a. Facility licenses reflect a state obligation for utility reimbursement. The AK ARNG facilities are funded at a 75/25% split between federal and state funds. The State of Alaska and the National Guard Bureau (NGB)/United States Property and Fiscal Officer (USPFO) reimbursement procedures provide for the USPFO to reimburse state expenditures.. The State of Alaska (SOA) cannot/does not reimburse USPFO expenditures.

b. Although the AK ARNG is authorized to receive up to 75% federal funding for utilities reimbursement, currently they are only receiving federal funding at a 60% level. The remaining 40% of utility costs are paid for with State of Alaska funds.

c. USARAK would receive 40% of the reimbursement for utility services in state funds under any scenario.

d. USARAK could press for the USPFO to reimburse 60% of the utility costs with federal funds via the Military Interdepartmental Purchase Request (MIPR) process, but this would cause difficulties by having two systems set up in order to obtain full reimbursement from the same customer (AK ARNG) for the same service (utilities).

e. The practical solution to the challenge is for USARAK to accept State of Alaska funds for 100% of the reimbursements associated with utility services (which for the purposes of this agreement includes power, heat, water, sewer, and refuse collection) provided in this support relationship.

f. Public Works will provide reimbursable snow removal support to the AK ARNG upon request and agrees to accept 100% State of Alaska funded reimbursement for this service.

g. Services other than utilities, and snow removal remain reimbursable by the USPFO with federal funds utilizing the MIPR process.

4: Scope. The principles outlined in this agreement are effective immediately and until all aspects of the relationship revision are complete. This MOA and the subsequent ISA, along with the real estate documentation, are applicable to all USARAK and AK ARNG support

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relationships that include, Camp Denali, Camp Carroll, Bryant Airfield, and any AK ARNG facilities on Forts Richardson, Wainwright and/or Greely.

5. Understandings, agreements, support and resource needs.

a. General.

(1) The desired end-state is to use as simple a process as possible and put functional agreement(s) in place between USARAK, USPFO/AK ARNG/SOA, and the 2-196th IN BDE with all reimbursement procedures being practical, operational, IAW applicable regulations/laws, and acceptable to all parties.

(2) IAW AR 405-45, 30 June 2000, the USPFO is the state Real Property Accountable Officer (RPAO) for federal real property that has been licensed to the state for the Army National Guard. The state RPAO is responsible and accountable for all buildings, structures, utilities, and land under the control of the AK ARNG. It is under this premise, and the practical requirements of this relationship, that this agreement is forged.

b. USARAK.

(1) Defense Regional Interservice Support (DRIS) Office, combine ISA 125 and 152 and all valid existing MOUs/MOAs to reflect the provisions and intent of this MOA and terminate other existing agreements.

(2) Department of Public Works (DPW) Real Estate, rescind the existing license for Camp Carroll (DACA85-3-81-3) and the existing license for Camp Denali and Bryant Army Airfield (DACA85-3-99-13) through the US Army COE.

(3) DPW Real Estate, IAW paragraph 1, References, subparagraphs h, j, k, and l, and Assistant Chief of Staff, Installation Management (ACSIM) guidance re-issue an all-inclusive license to the USPFO, Real Property Accountability Officer (RPAO) for the AK ARNG. The term of the license will be no less than 25 years (revocable by USARAK), for the land underlying Camp Carroll, Camp Denali, and Bryant Army Airfield for use in support of AK ARNG activities and mission requirements.

(4) DPW, enter a utilities contract for Camp Carroll, Camp Denali and Bryant Army Airfield, with the SOA/AK ARNG IAW AR 420-41 and provide utilities at the federal "A" rate.

(5) DPW, reduce utility cost to AK ARNG based upon square footage occupied by the 2-196th (the 2-196th is part of USARPAC).

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(6) DPW provide all baseline services and above baseline service on a reimbursable basis, within capabilities. (The AK ARNG is treated as an off post customer with all reimbursable services being fully reimbursable.)

(7) The USARAK (DPW) Real Estate Office, in concurrence with the USARAK Directorate of Resource Management (DRM) Army Stationing and Installation Plan (ASIP) Coordinator shall provide an official Unit Identification Code (UIC) for all non-AK ARNG activities. Utilizing an invalid UIC causes the AIM-HI automated funding systems to understate FY funding requirements for Sustainment, Restoration and Modernization (SRM) funding by reporting excess square footage at Department of Army (DA) reporting levels. The installations are not funded for their excess facilities and excess square footage. Excess facilities and square footage on the installations are "paid for, out of hide" for maintenance, etc. This causes a decrement of resources at the expense of other work at the installation level. (See paragraph 1, References, subparagraphs e, f, and k for additional information.)

c. Alaska Army National Guard.

(1) Identify all state activities occupying space at Camp Carroll, Camp Denali, and Bryant Army Airfield. Assist USARAK in coordinating and executing the intent of this MOA by informing all state activities/agencies that this MOA is entered into as an agreement with the AK ARNG only and does not include USARAK support for any other state agency or activity.

(2) Coordinate with USARAK DPW for specific space identified for use by the 2-196th. Do not charge the 196th IN BDE for snow plowing services that could be mathematically attributed to them. The presence of the 196th IN BDE personnel vehicles does not present any appreciable increase in the snow plowing requirements for the Armory parking lot.

(3) USPFO (as the AK ARNG RPAO) will coordinate with the SOA for payment of utility services and snow removal provided to them by USARAK DPW. The USPFO will serve as POC to ensure timely reimbursement to USARAK for these services by the SOA.

(4) USPFO will reimburse USARAK by MIPR for all other services (excluding utilities and snow removal) identified in currently existing and subsequent agreements, e.g., DPW service/work order requests, Directorate of Logistics (DOL) maintenance or supply services, etc.

(5) AK ARNG Real Estate Office will utilize specific UICs assigned by the USARAK DRM ASIP Coordinator. (See paragraph 1, References, subparagraphs e, f, and k for additional information.)

(6) USPFO (as the AK ARNG RPAO) will obtain approval in writing from the USARAK Garrison Commander prior to authorizing use of Federal property for other than traditional AK ARNG mission requirements at Camp Carroll, Camp Denali, Bryant Army Airfield, Fort

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Wainwright, Fort Greely or any other Army/USARAK owned property. The AK ARNG USPFO (RPAO) is NOT authorized to enter into use agreements for use of USARAK-owned property. Submit all requests for such non-AK ARNG agencies to use Federal property to the USARAK Garrison Commander in writing for consideration. Those requests approved by the USARAK Garrison Commander will be issued an appropriate USARAK originated real estate instrument. The AK ARNG (RPAO), with written approval of the USARAK Garrison Commander, will provide space only to those state activities directly related to working with the National Guard in the traditional mission of disaster relief or provided for in statute. An example of this type agency would be the Alaska Department of Emergency Services (ADES). An example of an agency provided for in statute would be the National Guard Youth Corps Challenge Program. The USARAK Garrison Commander retains final authority concerning what activities may reside on the installation. (See paragraph 1, References, subparagraphs b, c, f, g, k, and 1 for additional information.)

(7) AK ARNG will provide timely, written notification to Public Works of the intent to construct or renovate facilities on USARAK property over \$10,000 or that would change the primary use code (CAT code). At the time of notification, the AK ARNG will request written approval from Public Works during the pre-design phase, prior to beginning any work. The AK ARNG will include Public Works in the programming and planning phases of any proposed construction or renovation to facilities on USARAK property. Public Works will evaluate all AK ARNG programming and planning data and provide the AK ARNG written approval of such data prior to any digging, new construction, or renovation of existing facilities by the AK ARNG. See paragraph 1, References, subparagraphs f, g, k, and 1, for additional information.

(8) Comply with AR 415-15 involving issues pertaining to environmental, fire, construction materials, and water lines. Federal guidance shall supercede all state guidance.

(9) Select an AK ARNG POC to attend all scheduled USARAK Installation Planning Board meetings. See AR 210-20 and AR 405-70 for additional information.

d. Reimbursement Procedures.

(1) State funds (utilities and snow removal).

(a) DPW Budget, review and update as necessary existing customer identification (ID) numbers for utilities and snow removal. Coordinate any ID number changes with Defense Finance Accounting Service (DFAS).

(b) DPW Budget, provide DFAS a memo to record "orders received" (the total amount authorized by the State of Alaska to pay DPW).

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(c) DPW Budget, on a monthly basis, send DFAS a Cost Distribution and Transfer Voucher (CDTV).

(d) DFAS will record the CDTV and credit DPW for the amount they expend to service this customer (State of Alaska/AK ARNG).

(e) DFAS will generate a bill (DA Form 1857, Statement of Account) at the beginning of the following month.

(f) DFAS will mail the bill to the State of Alaska (USPFO establish an internal tracking system w/SOA).

(g) State of Alaska, mail the check to DFAS Army Disbursing within 30 days (USPFO establish an internal tracking system w/SOA).

(h) DFAS collection of the checks from the State of Alaska/AK ARNG by Army Disbursing wipes out the accounts receivable set up at the time of billing.

(i) DFAS will send out a follow-up letter for delinquent accounts receivable.

(j) DFAS will ensure that DPW does not over-bill and exceed orders received.

(k) Billings will be processed by the DFAS, Pacific-Operating Location, Pearl Harbor, Hawaii. Billings are due when received by the billed office and will become delinquent if payment is not made within 30 days following the respective billing date.

(2) Federal Funds. Billings are processed at the close of each month by the DFAS, Pacific-Operating Location, Pearl Harbor, Hawaii. Billings are processed under cross disbursing procedures [Transactions By Others (TBO)/Transactions For Others (TFO)]. This self-reimbursement (no check drawn) procedure is IAW DFAS-IN Reg 37-1. The Voucher for Transfer between Appropriations and/or Funds (and substantiating documents) will cite the applicable MIPR number, and will be forwarded to the Receiver's Bill-To address as reflected below.

(a) AK ARNG/USPFO. Provide a DD Form 448 (MIPR) to the USARAK activity performing the service for any required support (other than utilities, and snow removal). The MIPR must reflect a complete accounting classification to be charged, and it must include a point of contact and telephone number. Verify on an annual basis that the correct Bill-To address is on record with the DFAS.

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Bill-To address:

USPFO for Alaska
ATTN: PFO-C-FA
P.O. Box B Camp Denali
Fort Richardson, Alaska 99505-2610
Phone: (907) 428-6114


DODAAC:WC1JTW UIC:W8AUAA

(b) USARAK. The activities providing support will forward a DD Form 448-Z (Acceptance of MIPR) to the AK ARNG acknowledging a commitment to provide any requested support and provide a new customer identification number through DFAS, if necessary, for MIPR services required.

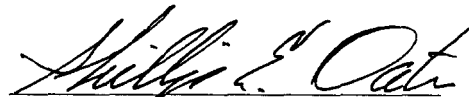
Accounting Office Address:

DFAS-Pacific/AIA
477 Essex Street
Pearl Harbor, HI 96860-5806

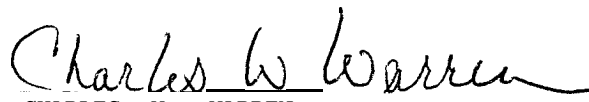
6. Effective date. This MOA is effective on the date of signature by the final signatory and is effective until the revision of the appropriate documentation as previously outlined herein.


RICHARD C. NICKERSON
COL, GS
Chief of Staff

Date: NOV 5 2001


PHILLIP E. OATES
Major General, (AK) AK ARNG
The Adjutant General

Date: 16 Oct 01


CHARLES W. WARREN
Col., USAF
USPFO for Alaska

DATE: 11 Oct 01